

PURCHASE AND SALE CONTRACT

1. THE UNDERSIGNED SELLER agrees to sell and the undersigned PURCHASER agrees to buy that certain real property (hereinafter referred to as the "Property"), including all structures on the property, in Effingham County, Georgia known as Tract #3 (99.26 acres, more or less), as shown on plat recorded in Plat Book 28, Page 45, Effingham County land records and further known as Tax Parcel No. 04320034. In addition to the above-described Property, the Seller shall grant Purchaser a five (5) year temporary access easement as shown on the plat attached hereto as Exhibit "A". If the County needs any drainage infrastructure, it will be contained within the temporary access easement.

2. THE PURCHASE PRICE. Purchaser agrees to pay Seller at closing the purchase price of the above-described Property and Easements in the amount of Two Million Three Hundred Thousand Dollars (\$2,300,000.00).

3. CLOSING COSTS AND ATTORNEY: Purchaser shall pay all closing costs. Closing Attorney shall be The Newberry Law Firm, P.C. The closing attorney represents the Purchaser in this transaction. Purchaser and Seller mutually agree to close at a time and place designated by Closing Attorney within five (5) working days After notification from the Closing Attorney that the sale is ready to close.

4. BROKER AND COMMISSION: Seller and Purchaser each represent to the other that there are no brokers involved in this transaction. Each party represents to the other that it has dealt with no broker, and will indemnify and hold the other party harmless from any and all claims for brokers' commissions arising from its actions. No real estate broker shall have authority to bind any party hereto with respect to this Agreement.

5. EARNEST MONEY: Seller acknowledges that Purchaser has paid the sum of Twenty Thousand Dollars (\$20,000.00) as earnest money. Seller will deposit said earnest money only after final acceptance of this instrument. Purchaser shall be entitled to the earnest money upon: a) failure of the parties to enter into a binding agreement; b) failure of any contingency or condition to which this Agreement is subject; c) termination of this Agreement due to the default of Seller; or d) the termination of this Agreement in accordance with a specific right to terminate set forth in this Agreement. Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of the Purchaser. If the Property closes, the earnest money shall be applied as part payment of the Purchase price of the property at closing.

6. TITLE AND CLOSING DATE: Seller warrants that it presently has good and marketable title to the property and agrees to convey said property to the Purchaser at closing by Limited Warranty Deed subject only to easements, restrictions and encumbrances as recorded.

It is expressly understood and agreed between the parties hereto that TIME IS OF THE ESSENCE of this contract. The sale shall be closed within 30 days of the expiration of the Inspection and Due Diligence period defined below in Paragraph 8 prior to which time Purchaser shall have the opportunity of having the title examined. Should any legal defect be found in the title, Seller shall be provided with a written statement thereof prior to above said date and given a reasonable time thereafter within which to correct the same; however in no event to exceed thirty (30) days from the date of said notice of defect. Upon the expiration of thirty (30) days, Purchaser has the option to void this contract. Real property taxes are to be prorated as of the date of closing. Seller warrants that, as of the date hereof, they have not received any notice issued by any city, county, State, or other government authority of any violation concerning the subject property. Seller warrants that, as of the date hereof, it has not received any notice issued by any city or other government authority of building code violation concerning the subject property.

7. OCCUPANCY: shall be delivered to Purchaser at Closing.

8. INSPECTION AND DUE DILIGENCE: For and in consideration of fifty dollars (\$50.00) given to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant Purchaser the option of terminating this Agreement, for any reason at Purchaser's sole and absolute discretion, for a 90 day period from the date that this Purchase and Sale Contract is approved and signed by the Board of Commissioners of Effingham County, Georgia at

a called public meeting ("Due Diligence Period). During the Due Diligence Period, Purchaser may conduct at Purchaser's expense whatever evaluations, inspections, examinations, and testing, Purchaser deems appropriate to determine whether Purchaser's option to terminate this Agreement should be exercised. It shall be Sellers' responsibility to have utilities operational in order that all inspections may be completed. During the Due Diligence Period, Purchaser may also propose an amendment to this Agreement to address any concerns of Purchaser with the Property. Upon receipt of such written notice or amendment, Sellers shall immediately cause such defects to be corrected prior to closing or (b) authorize Purchaser to cause same to be corrected and deduct the cost thereof from the purchase price or (c) void this contract. In the event Seller elects to void this Contract, Seller shall refund Purchaser the earnest money deposit. If Seller does not take any action as set forth in (a), (b), and (c) above, the Agreement shall terminate and Seller shall refund Purchaser the earnest money deposit.

9. NOTICES: Any notice, request, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and delivered personally or sent via a nationally recognized overnight courier service or by certified mail, return receipt requested, postage prepaid or telegram (which terms shall be deemed to include mailgrams or facsimile to the following addresses:

TO SELLER: 3991 McCall Road, Rincon, Georgia 31326

TO PURCHASER: County Manager, 804 South Laurel Street, Springfield, Georgia 31329

Notice shall be deemed to have been given on the date of hand delivery or telegram or on the date of depositing same in the mail via certified mail return receipt requested or with such nationally recognized overnight courier in accordance with the terms hereof. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder.

10. DEFAULT: In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of the Seller's covenants or conditions herein, then the Earnest Money shall be refunded promptly to Purchaser and Purchaser shall have all rights and remedies available at law including but not limited to reimbursement for all costs and expenses incurred because of Seller's breach or the right to seek specific performance of this Agreement. In the event the sale is not consummated because of Purchaser's inability, failure or refusal to perform any of the Purchaser's covenant herein, then the Earnest Money shall be paid to Seller as full liquidated damages for such failure to close. It is hereby agreed that Seller's damages in the event of a default by Purchasers hereunder are uncertain and impossible to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. Section 13-6-7, the parties acknowledging the difficulty of ascertaining Seller's damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities under this Agreement, except for the provisions which are made to survive the termination of this Agreement.

11. ENTIRE AGREEMENT: This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal agreements of any kind between parties.

12. SALE IS "AS IS": Property is being sold by Seller to Purchaser in "as is, where is" condition, with no warranties of Seller, express or implied, excepting a warranty of good title.

13. SURVIVAL OF AGREEMENT: The following shall survive the closing of this Agreement: 1) any warranty of title and 2) any obligation which the parties agree shall or may be performed or fulfilled after closing.

14. SPECIAL STIPULATIONS:

- (a) This Purchase and Sale Contract is not binding as to the Purchaser until it is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting.
- (b) This Purchase and Sale Contract is contingent upon Craig W. Kessler and Karen K. Durkin declining their Right of First Refusal to purchase the Property.

- (c) In addition, a material part of the consideration to the Seller for selling is that the Seller shall have the option to qualify this transaction as part of a tax deferred exchange under §1031 of the Internal Revenue Code. The Purchaser agrees to cooperate in the exchange provided it shall incur no additional liability, cost, or expense. The Seller hereto specifically reserves the right to assign his rights, but not his obligations and duties, under this agreement to a qualified intermediary within the meaning of Treasury Regulations §1.1031 (k)-1(g) (4).
- (d) Seller shall be allowed to harvest corn on the Property before December 31, 2025.
- (e) Stockpiled spoil from ditches will be moved to an area on the adjacent parcel owned by Seller at the sole direction of Seller so that the road can drain properly.
- (f) Cross drain culvert will be inspected by the Purchaser and Purchaser will make any necessary repairs in its sole discretion.

15. ACCEPTANCE: The above proposition is hereby accepted on the 24 day of Sept., 2025.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED:

Seller

James Ronald Kessler L.S.
James Ronald Kessler

This Purchase and Sale Contract is approved by the Board of Commissioners of Effingham County, Georgia on this _____ day of _____, 2025.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED:

Purchaser

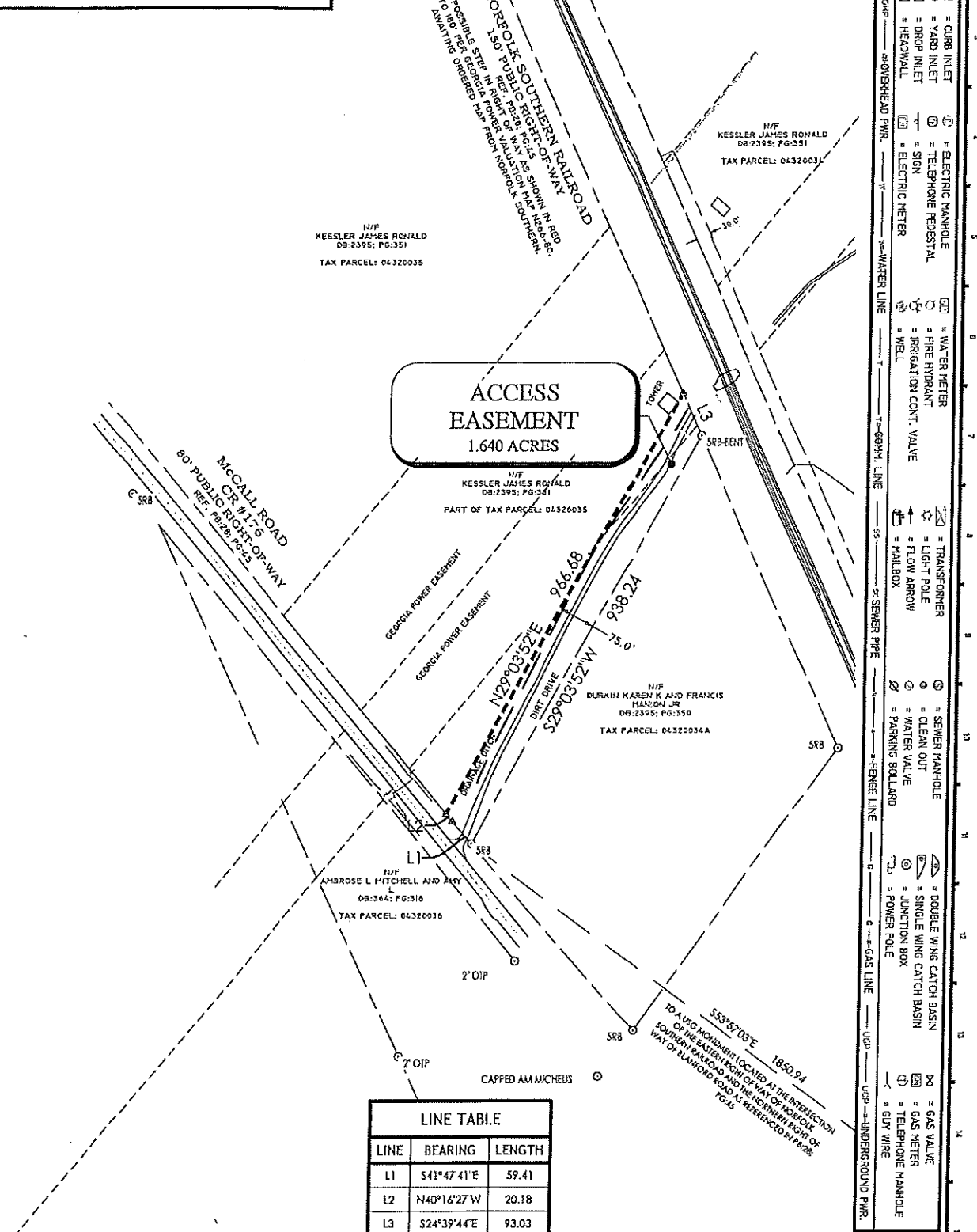
**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: _____
Damon Rahn
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

General Notes

1. THIS IS NOT A SURVEY AND IS NOT INTENDED TO BE RECORDED. AS SUCH, IT SHOULD NOT BE USED TO TRANSFER TITLE.
2. THE FIELD DATA UPON WHICH THIS EXHIBIT IS BASED WAS COLLECTED USING NETWORK ADJUSTED RTK GPS WITH POSITIONAL ACCURACIES OF +/- 0.07 VERTICAL AND +/- 0.05' HORIZONTAL.
3. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
4. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT THERETO. THEREFORE, THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.



CATL250010

GMC
V1.1

ACCESS EASEMENT EXHIBIT FOR: EFFINGHAM COUNTY

LOCATED IN GMD 9
EFFINGHAM COUNTY, GA

ISSUE DATE	
DATE CALLED	06/25/2015
REV.	01/26/2015
DATE OF THE SURVEY	
DRAWN BY	CJA
CHECKED BY	JNG

114 Old Mill Road
Cartersville, GA 30130
T 770.387.0440
GMCNETWORK.COM
L2725321